

ARTICLE 40

PAID SICK LEAVE

A. Allowance.

Every permanent employee covered by this Agreement shall be credited with four (4) hours of paid sick leave for each completed eighty (80) hours of service or to a prorated amount if paid service is less than eighty (80) hours in the pay period. The pro-rated amount shall be based on the number of hours in pay status divided by eighty (80) multiplied by four (4) hours. Paid service in excess of eighty (80) hours in a biweekly work period shall not be counted.

Sick leave shall be credited at the end of the biweekly work period. Sick leave shall be considered as available for use only in pay periods subsequent to the biweekly work period in which it is earned.

Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In the absence of sick or annual leave credits, payroll deduction (lost time) for the time lost shall be made for the work period in which the absence occurred. The employee may elect not to use annual leave to cover such absence.

B. Utilization.

Any utilization of sick leave allowance by an employee must have the approval of the Appointing Authority.

Sick leave may be utilized by an employee in the event of illness, injury, temporary disability, or exposure to contagious disease endangering others, or for illness, or injury in the immediate family which necessitates absence from work. "Immediate family" in such cases means the employee's spouse, children, parents, grandparents or foster parents, parents-in-law, brothers, sisters, and any persons for whose financial or physical care the employee is principally responsible. Sick leave may be used for absence caused by the attendance at the funeral of a relative, or person for whose financial or physical care the employee has been principally responsible.

Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments.

C. Disability Payment.

In case of work-incapacitating injury or illness for which an employee is or may be eligible for work disability benefit under the Michigan Workers' Disability Compensation law, such employee, with the approval of the Employer, may be allowed salary payment which, with the work disability benefit, equals two-thirds (2/3) of the regular salary or

wage. Leave credits may be utilized to the extent of the difference between such payment and the employee's regular salary or wage.

D. Accumulation and Payoff.

Sick leave may be accumulated as provided above throughout the employee's period of classified service.

An employee who separates from the State classified service for retirement purposes in accordance with the provisions of a State retirement act shall be paid for fifty percent (50%) of unused accumulated sick leave as of the effective date of separation at the employee's final regular rate of pay, by the Agency from which the employee retires.

In case of the death of an employee, payment of fifty percent (50%) of unused accumulated sick leave shall be made to the beneficiary or estate by the Agency which last employed the deceased employee at the employee's final regular rate of pay.

Upon separation from the State classified service for any reason other than retirement or death, the employee shall be paid for a percentage of unused accumulated sick leave in accordance with the following table of values. Payment shall be made at the employee's final regular rate of pay by the Agency from which the employee separates:

<u>Sick Leave Balance -- Hours</u>	<u>Percentage Paid</u>
Less than 104	0
104 - 208	10
209 - 416	20
417 - 624	30
625 - 832	40
833 or more	50

No payoff under this Section shall be made to a new employee hired on or after October 1, 1980.

E. Proof.

All sick leave used shall be certified by the employee and by such other evidence as the Employer may require. When the Employer has reasonable grounds for doing so, the Employer may require an employee to provide acceptable verification. The Employer will advise the employee of the need for medical verification prior to the employee returning to work. Falsification of such evidence may be cause for disciplinary action up to and including dismissal. The Employer may require that an employee present medical certification of physical or mental fitness to continue working.

F. Return to Service.

Previous unused sick leave allowance shall be placed to the credit of a laid off employee upon return to permanent employment. A separated employee who received

payment for unused accumulated sick leave under this Article and who returns to service shall not be credited with any previously earned sick leave.

G. Transfer.

Any employee who transfers or who is reassigned from one Departmental Employer to another shall be credited with any unused accumulated sick leave balance by the Departmental Employer to whom transferred or reassigned.

H. Sick Leave for Health Screening.

Employees covered by this Agreement shall be entitled to use sick leave for the period of time utilized for health screening purposes at an authorized Employer operated health screening unit.

I. Bereavement Leave.

Employees shall be allowed reasonable and necessary time off by mutual agreement in the event of the death of a member of the immediate family. Such time shall be covered by accrued sick leave and/or annual leave credits. In the event of a dispute, an employee shall be guaranteed a minimum of five (5) days leave, if requested.